

REGISTRATION SERVICE CONTRACT

You are hiring FUSA to preform the following work on your behalf.

Agreement covers the following services:

- Core Data Gathering for Registration
- SAM Registration and/or Migration of your existing account
- Registered with main bidding sites
- Personalized Business Development Action Plan



FirstUSA Registration Services (FUSA)

17855 Hunting Bow Circle - Suite 101

Lutz, Florida 33558

(877) 857-5045 Office

(800) 341-8684 Fax

support@firstusadata.com

www.firstusadata.com

www.fusaservices.com

Applicant Information

Business Name

Business DBA

Address

City

State

Zip Code

Contact Name

Official Title

email

Fax

Business Number

Other Number

This form is to be filled out by a person who is an owner or holds a office with the company desiring to register with SAM using FUSA Registration Services. Our Privacy Policy, Terms & Conditions are on our web site and you agree you have read them and accept them. You agree to pay for the services herein to be provided specifically registering your company with the SAM System For Award Management a Web-enabled government wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes.

Name On Card Or Account:

OR Routing Number:

Acct. Number:

Credit Card #:

CVC Code:

Expiration Date:

Address:

City

State

Zip Code

Credit Card Address Same As Business

WE DON'T NEED YOUR BANK INFORMATION IF YOU USE A CREDIT CARD!

I authorize FUSA Registration Services to charge my credit card or ACH my checking account for the services specified in this agreement. The fee for the services is \$995.00 payable according to the description below.

Payment Plan Description:

Signature Field

Current Date

12/13/14

**Bill Me Later Requires Credit Approval*

Signed By

Date:

Agreement Terms & Conditions Page 2 of 2

FUSA Registration Services (FUSA) and the Applicant have entered into this Agreement ("Agreement") and shall be bound by the provisions contained herein. In consideration of the mutual promises contained in this agreement, FUSA and Applicant agree as follows:

Acceptance: Applicant has read and understands this Agreement. All terms and conditions proposed by Applicant which are different from or in addition to this Agreement are unacceptable to FUSA, are expressly rejected by FUSA and waived by Applicant. FUSA reserves the right to update and change these Terms and Conditions from time to time upon written notice to Applicant.

Term: If approved, this Agreement shall be effective from the date hereof and shall remain in full force and effect for a period of ONE (1) year as the initial term ("Initial Term"), unless sooner terminated as set forth herein. Upon the completion of the Initial Term, unless Applicant furnishes written notice of non-renewal at least THIRTY (30) days prior to completion of the then existing term, this Agreement shall renew automatically for successive additional ONE (1) term ("Renewal Terms") unless and until terminated in accordance with the provisions contained in this Agreement.

Termination: Applicant may terminate this Agreement at any time prior to thirty (30) days' written notice to FUSA and will not receive a refund on fees paid. FUSA may, at its option, terminate all or any part of this Agreement, at any time by giving written notice to Applicant. Upon termination, FUSA shall not be liable for and shall not be required to make payments to Applicant, directly or on account of claims by Applicant. In any event of early termination upon written notice by Applicant.

Performance: FUSA will provide to Applicant all items ("Materials") for the particular service package purchased by Applicant. FUSA shall provide such Materials as soon as reasonably practicable.

Warranties: FUSA warrants and represents that all Materials it provides to Applicant are exclusively owned by FUSA and do not infringe on any other person's intellectual property rights.

Indemnification: Applicant agrees to indemnify and hold harmless FUSA and FUSA's directors, officers, employees, agents, managers, Applicants, representatives, affiliates, successors and assigns (collectively, the "FUSA Indemnified Parties") from and against any and all actions claims, demands, suits, liabilities, losses, damages, obligations, judgments, settlements, costs, and other expenses (including attorneys' fees, paralegals' fees and court costs) incurred or suffered by any of the FUSA Indemnified Parties which relate to or arise out of any actual or alleged.

Limitation Of Liability: FUSA shall not be liable to Applicant or any Applicant Indemnified Party for (i) any incidental or consequential damages of any kind (including, without limitation, lost profits); (ii) any punitive damages arising by virtue of any dealing between the parties; or (iii) any claims or demands against FUSA by a third party arising out of, or connected with the Materials, goods or services provided hereunder. FUSA's entire liability to Applicant for damages in connection with this Agreement shall not exceed in the aggregate the total contract price paid to FUSA under this Agreement.

No Implied Waiver: The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of that party to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision. Any waiver of the terms or conditions of this Agreement must be in writing.

Non-Assignment: Applicant shall not assign nor delegate its obligations under this Agreement without FUSA's prior written consent. FUSA may assign this Agreement to a third party.

Relationship of Parties: FUSA's relationship to Applicant is at all times that of an independent contractor. This Agreement in no way creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between FUSA and Applicant.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts.

Arbitration: Any legal controversy or legal claim arising out of or relating to this Agreement shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Pasco County, Florida, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in the State of Florida, United States, necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs.

Severability: If any term or condition of this Agreement is held invalid or unenforceable to any extent or in any application, then such term or condition shall automatically, and without any further action, be reformed so as to retain the fullest extent of any restriction therein permitted by law and the remainder of the Agreement, except to such extent or in such application, shall not be affected thereby, and each and every remaining term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

Notices: Notices may be personally delivered, or sent by certified mail, overnight courier or facsimile to the parties' addresses on the face side of this form, or to such other address as a party may direct in writing.

Cooperation: The Applicant agrees to supply FUSA with any and all information requested within a timely manner for registration. If the Applicant fails to cooperate with FUSA or any of its agents at any time, FUSA cannot be held responsible for non-completion of any of the contract terms listed above. Entire Agreement/Amendment: This Agreement (including these Terms and Conditions), together with any specifications, instructions, drawings, samples, descriptions and designs delivered to Applicant by FUSA, constitute the entire agreement between Applicant and FUSA.

Refund Policy: FUSA Registration Services and offers you a full refund if you cancel your services within the first 24 hours of signing this agreement excluding weekends and holidays. If you cancel after that period but within forty-eight (48) hours from the time you make payment for our Service (Full Refund Period), you will still receive a refund, but minus a fee of \$195.00 for our initial setup fee, such as credit card processing, postage, interview processes, research, data collection and other hard costs. Any other cancellation period there may not be a refund depending on the amount of work performed, resources allocated and other associated costs. By submitting payment to FUSA Registration Services, you hereby agree to be bound by this refund policy, in addition to the Terms & Conditions posted on www.firstusadata.com website. All refund requests must be made in writing, submitted by US Mail, fax or e-mail. Refund requests by phone or voicemail will NOT be accepted. FUSA Registration Services reserves the sole and exclusive right to choose the refund method, which may take the form of a bank-issued check, or an electronic refund back to your credit card. If, after payment by credit/debit card and the Full Refund Period, you later dispute the charge(s), unless prohibited by law, you agree not to cancel, revoke, charge back, or dispute any previously entered charge on your credit/debit card. If you do so, and it is later determined that the charge was properly authorized, you agree to pay all out-of-pocket fees and costs incurred by FUSA Registration Services as a result of the improper cancellation, revocation, charge back, or dispute. If a chargeback is initiated, you also may lose the right to any refund, full or partial, due to the efforts expended on your behalf, including processing and responding to your chargeback request. Moreover, FUSA Registration Services reserves the right to seek civil damages and attorneys' fees and/or to report any fraudulent activity as warranted.